

# **A Guide to Landlord-Tenant Relations in The City of Gaithersburg**

**Neighborhood Services  
Office of Landlord-Tenant Affairs  
31 South Summit Avenue  
Gaithersburg, Maryland 20877  
Phone: 301-258-6340, Fax: 301-258-6174  
[www.gaithersburgmd.gov](http://www.gaithersburgmd.gov)**

## **Table of Contents**

### **Introduction- 3**

Advice

### **Lease Agreement- 4**

### **Obligations-5**

Landlord

Tenant

### **Notices-7**

Quit and Vacate Notices

Special Circumstances

Rent Increase

### **Security Deposit- 9**

Move Out Inspection

Procedure for Return

### **Eviction- 10**

### **Retaliation- 11**

### **Discrimination- 11**

### **Complaints- 11**

### **Landlord-Tenant Commission- 12**

### **Frequently Asked Questions- 13**

### **Definitions- 14**

### **Contact Information- 16**

## **Introduction**

This handbook is designed to provide a better understanding and highlight the more pertinent aspects of Chapter 13 of the Gaithersburg City Code, entitled “Landlord-Tenant Relations”. Chapter 13 was adopted on July 1, 1985, by the City of Gaithersburg and is used by the Office of Landlord-Tenant Affairs to assist Landlords and Tenants with their rental relationships.

Whenever conflicts or questions arise, Landlords and Tenants are encourage to use the services offered by the Office of Landlord-Tenant Affairs, along with the guidance of Chapter 13 as an alternative to court procedures.

The material presented in this handbook is intended to provide a guideline for Landlord-Tenant relations with in the City of Gaithersburg. This is not a legal document. When specific legal questions arise, it is recommended that an attorney is consulted.

### **Advice to Landlords**

Maintain an “open-door” policy with Tenants, encouraging them to speak freely.  
Refer to the City Code Chapters: 13 Landlord-Tenant, 17 Property Maintenance, and 18AA Rental Housing, so that you will know your rights and obligations as a Landlord.  
Obtain in writing any verbal agreements between you and Tenant, be sure it is signed and dated by both parties.  
Be available to your Tenants. Return phone calls and respond to written requests promptly, thereby showing good faith on your part.  
Ensure your Tenant is made aware of all covenants and by-laws particular to the housing development.

### **Advice to Tenants**

Read the lease carefully and thoroughly before signing, ask questions.  
Before entering a lease agreement, Landlords must give prospective Tenants a copy of the proposed lease and permit them to examine the lease at a location of their choice.  
Obtain in writing any verbal agreements between you and Landlord, be sure it is signed and dated by both parties.  
If a situation should arise, which you believe to be the responsibility of Landlord, contact Landlord immediately and explain the circumstances and follow the call up with a letter.  
Renters’ insurance is advisable and sometimes required by Landlord, as your possessions are not usually protected by the lease agreement.  
Obtain copies of any by-laws or covenants particular to the development and familiarize yourself.

## Lease Agreement

All leases for rental properties located in the City of Gaithersburg must comply with specific requirements outlined in Chapter 13. Some of these requirements are as follows; all leases must:

Be offered for an initial term of 2 years to be accepted at Tenant's option, unless a reasonable cause exists for offering an initial term other than 2 years. This requirement DOES NOT apply to single-family dwellings.

Require Landlord to deliver the rental property in clean and safe condition and in compliance with all applicable codes and laws.

Require written receipts for all cash or money order payments made by Tenant to Landlord, such as rent and security deposits.

Provide that all security deposits be handled according to Maryland State Law. Deposits earn simple interest at 3 percent per year.

Limit the penalty for a late payment to 5 percent of the amount of rent due and not allow the late charge to be accrued until the rent is more than 10 days late.

Not release a Landlord from liability for damage through negligence or violation of laws.

Permit Landlord to enter the rental property only after written notification to Tenant 24 hours prior, with out objection, to make repairs or supply service and show the premises to prospective buyers or tenants. The Landlord may also enter any leased premises in an emergency, or after notice, when Landlord believes Tenant may have damaged the property or may have violated a public ordinance related to rental units.

Permit Tenant to sublease the unit with Landlord's permission. This DOES NOT apply in the case of condominium and cooperative rentals where legal documents provide otherwise.

Permit Tenant to terminate the lease due to involuntary change of employment, loss of job, death of a major wage earner, or for any other reason beyond Tenant's control, with a 30 day written notice, specifying the cause(s) to Landlord along with appropriate documentation. The lease may make Tenant liable for a termination charge not to exceed one months rent or actual damages sustained by Landlord, which ever is the lesser amount.

Require Tenant, when being asked to vacate the premises by Landlord, be notified in writing in advance of the date Tenant is to vacate. The notice period must correspond with that as specified by the lease agreement and correspond with the rent due date. Only if Tenant does not vacate by the specified date can eviction proceedings begin, not before. Tenant cannot be required to sign away this right in the lease.

Not contain a provision authorizing Landlord to take possession of the leased premises or Tenants' personal property without the benefit of a formal legal process.

Not deny Tenant the right to jury trial or require Tenant to pay court or legal costs.

Ensure the quiet enjoyment of the leased property, including, but not limited to, conduct or conditions attributable to the Landlord, agent, or other Tenants.

## **Obligations**

### **Landlord Obligations**

Chapter 13 requires each Landlord to provide for the maintenance of the health, safety, and welfare of all Tenants by:

- Complying with all lawful lease provisions and obligations, laws relating to rental property, including community by-laws and regulations, and Gaithersburg City Code.
- Keeping all non-tenant occupied areas of the rental property in clean and safe conditions.
- Making all necessary repairs to keep the property clean and safe and to keep the property in as good as condition as it was, or should have been in, when the property was rented.
- Maintaining all electrical, plumbing, and other equipment supplied by Landlord in good working condition.
- Providing and maintaining trash receptacles and arranging for trash removal.
- Supplying hot and cold water as reasonably required by Tenant and adequate heat as required by Chapter 13.
- Ensuring that Tenants are provided with quiet enjoyment of the leased property.

In single-family homes, Landlord is responsible for the replacement of or repairs to structural elements of the building, major appliances (including washers and dryers) and electrical, plumbing, heating and air conditioning systems. Structural elements include, but are not limited to, the roof, floor and ceiling systems; bearing walls and partitions; columns, lintels, girders and load-bearing beams; foundation systems and footings; all interior stair-carriage systems; all necessary materials required for the joining, support, fastening or attachment of the foregoing items; all components of the exterior designed to prevent infiltration of water (i.e., paint, shingles, siding and trims); and hand railings, steps, sidewalks and driveways.

### **Tenant Obligations**

According to Chapter 13, Tenants in the City of Gaithersburg must:

- Pay rent as it is due and payable under the lease agreement, unless other provisions have been made in writing.
- Dispose of all trash in a clean and sanitary manner.
- Keep plumbing fixtures clean and sanitary.
- Operate all electrical and plumbing fixtures properly.
- Not damage or permit anyone else to damage the rental property.
- Treat their neighbors as they wish to be treated in the areas of right to privacy and quiet use of their premises.
- Comply with all lawful lease provisions and obligations, community by-laws and rules and regulations.

Notwithstanding anything to the contrary herein, Tenant is responsible for any costs incurred for repairs or replacements made necessary due to abuse or negligent acts of commission or omission (including a failure to report a problem to Landlord in a timely manner) by Tenant, his family, guests, employees, invitees or pets.

### **Property Maintenance**

In single-family dwellings, where a provision is made in the lease agreement for Tenant Responsibility, Landlord can hold Tenant responsible accordingly. A Tenant must generally maintain the rental dwelling in a clean, sanitary, safe condition. Such maintenance includes the replacement of filters, fuses, batteries, light bulbs; clearing of gutters, window wells and drainage areas; and the cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers, window a/c units, humidifiers and dehumidifiers.

A Tenant must keep grass and shrubbery trimmed and maintained; must remove leaves and debris; must promptly remove ice and snow from all walks, including any public walks abutting the property, steps and drives; and must maintain grounds in good condition.

Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. Tenant must not order repairs or replacements without prior approval from Landlord. It is understood that in the event the items described as Tenant's Responsibilities not properly maintained in accordance with the terms of the lease agreement, after 10 days written notice from Landlord to Tenant of the need for maintenance if the maintenance is not performed, Landlord has the right to complete the necessary maintenance and charge Tenant for the expenses up to a maximum of \$50.00 for the actual cost incurred per maintenance item, not to exceed a maximum of \$250.00 for total maintenance costs per annual lease term. Landlord may consider the failure of Tenant to maintain the property in accordance with Tenant's responsibilities as a breach of this lease and may elect to terminate the lease.

In the event of a bona fide emergency, and if notification to Landlord is impractical or impossible, Tenant may request reasonable and necessary repairs to alleviate the emergency condition at Landlord's expense; Tenant must immediately notify Landlord in writing of such repairs.

## **Notices**

### **Quit and Vacate Notices from Landlord**

A Landlord who wants to end a rental relationship must give Tenant written notice to vacate so that Tenant will know when he is expected to leave the property. The notice from Landlord should be in writing and should:

- Include the particular date Tenant must be moved out.

- Be given to Tenant on or before the rent payment due date. When the notice expires, Tenant should vacate by midnight on the last day of the notice period. Tenant is responsible for paying rent during the notice period.

- Advise Tenant that general information is available from the Office of Landlord-Tenant Affairs.

Notice to vacate may be given when a Tenant violates a section of the lease agreement. Landlord shall give Tenant a 30 day written notice which must include the alleged breach of lease. If Tenant refuses to vacate as required by the notice, Landlord may obtain a court order permitting eviction. In this instance, Landlord must be able to prove the violation was committed and that it warrants eviction.

In the case of a Tenant who is on a month-to-month lease or a Tenant who is within the last two months of their lease, a 60 day written notice to vacate shall be given, except in the case of a single-family dwelling where other provisions are made in the lease. No reason need be provided.

### **Quit and Vacate Notices from Tenant**

When a Tenant wants to end the rental relationship, a written notice must be provided to Landlord with Tenant's intent to quit and vacate. This enables Landlord to know when the dwelling will be vacated and also allows Landlord to begin preparation for new tenancy and to give ample time to address the provisions for the return of the security deposit. The notice from Tenant should be in writing and should:

- Include the particular date Tenant will vacate the property.

- Be in accordance with the proper notice period as defined in the lease agreement.

- Be given to Landlord on or before the rent payment due date. The notice period will expire at midnight on the last day of the notice period. If Tenant is not moved by the expiration date, a new notice to vacate may be necessary, or Landlord may seek court action to evict Tenant.

Tenant is responsible for paying rent during the notice period; the security deposit MAY NOT be considered as the last month's rent by Tenant.

Proper notice is determined by the signed lease agreement and may not be longer than that required by Landlord in the lease. The notice should always correspond with the rent due date.

**Special Circumstances**

A long-term lease can be terminated by Tenant before the end of the initial term due to involuntary change of employment, including relocation (more than 25 miles), death of a major wage earner, job loss, or for other reasons beyond Tenant's control. Tenant **MUST** give Landlord a 30 day written notice, and be prepared to substantiate the reasons cited in the notice. The lease may make Tenant liable for a termination charge not to exceed one months rent or the actual damages sustained by Landlord, whichever is the lesser amount.

**Rent Increase Notices**

While there is no rent control in the City of Gaithersburg, a Landlord is required to give written notice to Tenant at least 60 days prior to the rent payment due date, before Landlord may increase the rent. This notice should include the new rental rate and the effective date. It should also state that if Tenant does not accept the new rental rate, this notice will be considered proper notice to vacate by Landlord, and Tenant should vacate by the date of the rent change.

Further, a Tenant may not receive more than one increase within a 12 month period.



## **Security Deposit**

Security deposits are given to Landlord by Tenant in order to protect Landlord against nonpayment of rent or damage to the leased premises.

A Security deposit:

Must be deposited by Landlord within 30 days of receipt, in a banking or savings institution within the State of Maryland, set up for this express purpose.

Security deposits may be no more than 2 months rent; this includes any other type of deposits, i.e. pet deposits.

Earn simple interest of 3 percent, which accrues at 6 month intervals, under the guidelines set by Maryland State Law.

Tenant must, at the time of payment, be advised in writing of existing damages to the premises at the time of occupancy and his rights pertaining to the return of the security deposit.

## **Move Out Inspection**

Tenant has the right to be present when Landlord or agent inspects the property for damages incurred during the lease period, if Tenant notifies Landlord by certified mail 15 days prior to the date of move out. Upon receipt of the notice, Landlord shall notify Tenant by certified mail of the date and time the property is to be inspected. The scheduled date of inspection shall occur within 5 days before or 5 days after the date of move out as designated in Tenant's Notice to Vacate.

## **Procedures for Return of the Security Deposit**

Upon the end of the tenancy, a Landlord must notify Tenant in writing within 45 days as to the status of the security deposit. This notice should be sent via first class mail to the last known address of Tenant, and must include: the security deposit along with any accrued interest, minus an itemized list of damages rightfully withheld, if applicable, with a statement of the cost actually incurred for repairs. If Landlord fails to comply with this requirement, all rights to withhold any portion of the security deposit may be forfeited.

If Tenant has abandoned the premises or has been evicted for breach of lease before the end of tenancy, Tenant may demand return of the security deposit by giving written notice to Landlord. This notice must be sent via first-class mail to Landlord within 45 days of Tenant being evicted or of abandoning the property, and must give Tenant's new address. Landlord must follow the same procedures as outlined above for return of the deposit less any damages withheld, where applicable.

The security deposit may not be considered by Landlord as liquidated damages, and therefore, may not be forfeited to Landlord for Tenant's breach of lease, except the amount of damage actually sustained by Landlord.

## Eviction

Eviction is the court-ordered removal of a Tenant and their personal belongings from a rental property. A Landlord alone cannot evict a Tenant. Eviction can only be carried out by the Sheriff's Office as the final step in a series of procedures initiated by Landlord to repossess the unit. The following sequence of events takes place in the eviction process:

1. The Landlord files suit with the District Court stating the reason(s) for requesting a judgment for repossession or return of the premises.
2. The District Court assigns a date and issues Tenant a summons to appear in court. The summons is then forwarded to the Sheriff's Office for service.
3. A Deputy Sheriff will mail one copy of the summons first-class mail to Tenant. The Deputy Sheriff also attempts to serve Tenant in person; if Tenant cannot be served, a copy of the summons is left attached to Tenant's door.
4. If Tenant appears in court on the date indicated by the summons, Tenant has the right to defend himself with or without an attorney. After the hearing, the judge will decide whether Landlord is entitled to repossession.
5. If Tenant does not appear in court, the judge may award a judgment for repossession to Landlord.
6. In the event that a judgment for repossession is given to Landlord, the Tenant has a period or time to either vacate or pay all court-ordered debts to Landlord.
7. Should Tenant take neither action, Landlord may request the judge to issue a Writ of Restitution, which is sent to the Sheriff's Office for processing.
8. The Sheriff's Office contacts Landlord to determine whether Tenant has, in the interim, moved or paid all monies ordered by the court. If neither has occurred, the actual eviction of the premises is scheduled.
9. On the day of the scheduled eviction, a Deputy Sheriff will meet Landlord at the property. The Deputy Sheriff enters the premises first, requesting that all persons leave the dwelling/ unit immediately so he can carry out the eviction order.
10. The Deputy Sheriff then supervises the removal of all belongings, which are placed in the public-right-of-way by the Landlord's employees.

## **Retaliation**

Under Chapter 13, tenants have the right to self-organization. Tenant Associations may be formed and have the right to use meeting areas located in the rental facility. Individual tenants, as well as resident tenant organizations, have the right to distribute and post literature concerning landlord-tenant issues as long as the literature is properly identified as to its origin. Tenant organizations may also file complaints with the City's Office of Landlord-Tenant Affairs.

A landlord may not take retaliatory action against a tenant who exercises their rights under Chapter 13, or against a tenant who assist another tenant in exercising those rights. Retaliatory actions may include: eviction, threat of eviction, violation of privacy, harassment, reduction in quality or quantity of services, unreasonable rent increase, or any form of threat or coercion.

## **Discrimination**

Discrimination based on race, sex, marital status, handicap, color, religion, national origin, the presence of children, and/ or sexual orientation is against the Montgomery County Law which was adopted by the City of Gaithersburg on May 4, 1987.

With regard to the presence of children in rental housing, there is only one exception which is not a valid basis for claiming discrimination, which is the case of housing for senior citizens.

If you believe that you have been discriminated against or would like additional information, contact Montgomery County Human Relations Commission at 240-777-8450.

## **Landlord-Tenant Complaints**

If you believe that the Landlord-Tenant Law has been violated, give the violating party a written notice of your complaint. If within one week, the violation or efforts to correct the violation are not initiated, you may file a complaint, in writing with the Office of Landlord-Tenant Affairs. Complaint forms can be obtained at the office or requested by phone.

The complaint must: state your name, address, daytime phone number; the name, address and phone number of the landlord or tenant in question, and details of the complaint.

When a complaint is filed with the Landlord-Tenant Office, an investigator is assigned to the case. The investigator acts as a fact finder; contacting both parties, examining documents pertaining to the case, and requesting additional information as needed. The investigation may also require meeting with both parties involved in the dispute. Often complaints can be conciliated with outlined actions to be taken, as suggested by the Office. Should further action become necessary, the case may be referred to the City's Landlord-Tenant Commission or Civil Court.

## **Landlord-Tenant Commission**

Acting as administrative judges in the Landlord-Tenant dispute process, the City of Gaithersburg Landlord-Tenant Commission is made up of 7 members: 2 tenant representatives, 2 landlord representatives, and 3 member from the public-at-large (neither landlords or tenants).

When the Commission is notified that the Landlord-Tenant Office has been unable to conciliate a complaint and the complainant has requested Commission action, the Commission has 3 options after reviewing the case:

1. The Commission may dismiss the complaint without a hearing if, in its own judgment, the complaint is not valid;
2. The Commission may decide to vote to hold a public hearing; or
3. The Commission may order such further investigation as it deems appropriate.

If the Commission decides to hold a public hearing on the complaint, a summons and statement of charges is served to the party the complaint is filed against. The Commission hears both parties and, after deliberating, makes a judgment and issues orders to be followed to correct the violations. Any person who fails to comply with any requirements or issues ordered by the Commission shall be deemed guilty of a municipal infraction and be subject to punishment set forth in Chapter 1 of the City Code.

Either party may appeal the Final Action rendered by the Landlord-Tenant Commission to the Circuit Court of Montgomery County or by filing any complaint with any other agency or court of law or equity, in accordance with the Maryland Rules of Procedure for a review of such actions.

## Frequently Asked Questions

***1. What is the interest rate on a security deposit?***

State Law has set the rate at 3 percent simple interest per year, accruing at 6 month intervals.

***2. When does the security deposit have to be returned?***

Within 45 days after tenancy is ended.

***3. Does the landlord have to notify the tenant if the security deposit will be kept?***

Yes. If any portion of the security deposit is retained for damages, all work done to the property must be substantiated with actual receipts and all work must be done within the 45 day time period. An itemized list of damages, minus the security deposit plus accrued interest should be sent to the tenant within 45 days, if the landlord fails to do so, it may result in the forfeiture of the security deposit.

***4. How much notice is required for a rent increase?***

The landlord must notify the tenant in writing at least 60 days prior.

***5. How often can rent be raised?***

The rent may be increased only one time in a 12 month period.

***6. How much can rent be increased?***

There is no rent control in the City of Gaithersburg. Therefore the increase is at the discretion of the landlord. However, there is a voluntary rent guideline of 10% per increase.

***7. How many days can rent be late before the landlord can impose a penalty?***

The rent must be more than 10 days late to add the 5% penalty, but the 10 days is NOT a grace period. Rent that is not received by the rent due date is a breach of lease and grounds for termination of the tenancy.

***8. Can the landlord give notice to vacate if rent is one day late?***

Yes.

***9. How much notice must the tenant give the landlord to vacate?***

Unless otherwise dictated in the lease agreement, generally, a written 30 day notice should be given single-family units and 60 days for multi-family units. The same applies for landlords giving notice to tenants.

***10. Does a landlord need to have a rental license for renting out a room in the landlord's home?***

No. As long as the property remains owner occupied a rental license is not required.

***11. Is the landlord required to provide air conditioning?***

No. Only properties equipped with air conditioners are required to keep the a/c units in good working order.

***12. Who is responsible for cleaning the carpets in a rental unit?***

The tenant, unless otherwise specified in the lease agreement.

***13. Who is responsible for cutting the grass in a single-family unit?***

The tenant.

***14. How does a tenant break a lease?***

Proper notice, in writing must be given. Refer to your lease agreement for the specified number of days. Your notice should include your contact information, and the date you will be out of the property. The tenant can be charged a break lease fee, which can be no more than two months rent, or can be held accountable for the remainder of the lease. In the case that there is no break lease fee charged, and the said unit is rented again, the tenant will be released from the lease and responsibilities will transfer to the new tenant.

## **Definitions**

***Boardinghouse:*** A dwelling in which, for compensation, lodging and meals are furnished to at least 3 but no more than 5 guests. A boardinghouse shall not be deemed a home occupation.

***Damages, actual:*** Any existing loss beyond normal wear and tear for the duration of the tenancy in the accordance with the lease agreement.

***Damages, liquidated:*** The cost incurred for any actual damages for the duration of the tenancy in accordance with the lease agreement.

***Defective tenancy:*** Any condition in a rental facility which constitutes a violation of the terms of the lease, any provisions of Chapter 13, or constitutes a violation of any federal, state, or local law, regulation or code.

***Dormitory:*** A building or portion thereof used for sleeping purposes in connection with a school, college or other institution.

***Dwelling:*** A building or portion thereof arranged or designed to provide living facilities for one or more families, except trailers and mobile homes.

***Dwelling, multiple-family:*** A residence designed for or occupied by 3 or more families with separate housekeeping and cooking facilities for each.

***Dwelling, single-family:*** A detached residence or attached townhouse designed for or occupied by one family only, excluding trailer and mobile homes.

***Dwelling Unit:*** A group of rooms located within the building and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking, and eating purposes.

***Family:*** One or more persons occupying a single housekeeping unit and using common cooking facilities; provided that unless all members are related by blood or marriage, no such family shall contain over 5 persons.

***Hotel:*** Any building containing ten or more guest rooms where, for compensation, lodging, meals or both are provided for 10 or more guests, excluding fraternity or sorority houses, dormitories, tourist homes, motels, or hotel-apartments as defined herein.

***Mobile home:*** A movable or portable dwelling built on chassis connected to utilities and designed without permanent foundation for year round living.

***Occupant:*** Any person (including domestic service employees) living and/ or sleeping in a dwelling unit or having possession of a space within a building.

***Owner:*** Any person, firm, partnership, association, company or corporation having a legal or equitable interest in the rental facility, including, but not limited to, a mortgagee and an assignee of rents. It shall also mean any person who, alone or jointly or severally with others, shall have the charge, care or control of any structure as executor, administrator, trustee, or guardian of the estate person, firm, company, association or corporation whose name appears on the property tax bills shall be deemed to be an owner of the rental property.

***Rental Housing Unit:*** A dwelling unit in any building for which consideration is made available by any person to another person for dwelling purposes.

***Rooming House:*** A dwelling in which lodging is furnished for compensation to at least 3 but no more than 5 guests.

***Rooming Unit:*** Any room or group of rooms forming a single habitable unit used, or intended to be used, for living and sleeping, but not for cooking or eating purposes.

## **General Contact Information**

City of Gaithersburg Office of Landlord-Tenant Affairs	301-258-6340
City of Gaithersburg Police Department Non-Emergency	301-258-6400
City of Gaithersburg Animal Control	301-258-6343
City of Gaithersburg Public Works	301-258-6370
City of Gaithersburg Information Line	301-258-6300
City of Gaithersburg Human Services	301-258-6395
City of Gaithersburg Recreation Department	301-258-6350
Fire Dept. Non-Emergency	240-777-3473
Sheriff's Office, Eviction Unit	240-777-7130
Mont. County Police Dispatch	301-279-8000
Mont. County Health Department	240-777-1245
Mont. County Humane Society	240-773-5960
Comcast (cable)	800-433-2072
PEPCO (electric)	877-737-2662
Washington Gas	800-752-7520
HOC	301-929-6700
StarPower	877-782-7769
Verizon	301-954-6260
WSSC	301-206-8000